



**Superior Court of California  
County Of San Bernardino**

**Executive Office  
172 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0302**

**Request for Bids**

**Printer Toner Supplies**

**Bid No. 06-14  
Bid Due Date: June 20, 2006  
Time: 10:00 a.m.**

**No late bids will be accepted**

*Go to web address to download bid document*

<http://www.sbcounty.gov/courts/>

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## NOTICE TO BIDDERS

**Agency:** Superior Court of California, County of San Bernardino  
Executive Office

**Bid Due  
Date:** June 20, 2006

**Time:** 10:00 a.m.

**Project:** Printer Toner Supplies

**Submission  
Of Bids:** Bids must be submitted in a sealed envelope and clearly marked on the outside of envelope lower left-hand corner with: ***bid number, due date and project title. No late bids will be accepted. It is the responsibility of bidder to assure their bid is received at the location indicated in the Purchasing Service Unit. Addendums may be posted on Court website. It is the responsibility of bidders to verify addendums prior to bidding.***

**Sent To:** Superior Court of California, County of San Bernardino  
Executive Office - Purchasing Services Unit  
172 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0302

**Pre-Bid  
Conference:** n/a

**Contact:** Questions regarding bidding and contracting with the Court Contact:  
Steve Records, Purchasing Manager (909) 387-6794  
Roberta Barela, Purchasing Assistant (909) 387-0145

**Special  
Conditions:** N/A

### 1. DEFINITIONS:

"COURT"	shall mean the Superior Court of California, County of San Bernardino.
"PROPOSAL"	shall mean the response to this Request For Bids and is interchangeable with Quote and Bid.
"OFFEROR"	shall mean any person, firm, partnership, or corporation submitting a proposal to the Court in response to this solicitation.
"CONTRACTOR"	shall mean the offeror whose proposal is accepted by the Court and who has entered into an agreement with the Court to provide the products/services described herein.
"VENDOR"	shall mean the same, as contractor, bidder or offeror and all terms are interchangeable.
"CONTRACT"	shall mean document executed upon acceptance of bidders offer including terms and conditions incorporated in the bid/proposal.

## Section 1

### 1.1 ISSUING AGENCY:

The Superior Court of California County of San Bernardino is the largest county geographically in the US. The Court Executive Office provides administrative and business support to twelve (12) District Courthouses in the County. The Court falls under the State Administrative Office of Courts (AOC) business and procurement policy guidelines.

### 1.2 PROJECT SUMMARY:

To establish contract pricing for printer toner supplies. Vendor shall be required to delivery products to Court locations. The primary bid shall be OEM products. Secondary bid option is remanufacture products. Vendor shall be required to facilitate HP PurchaseEdge ® program for the Court.

Criteria is not in any ranking order

	Evaluation Criteria
1	Meeting all bid terms and conditions
2	Meeting quality of product specifications
3	Pricing
4	Service Support
5	Delivery Requirements
6	Companies' ability and resources
7	Facilitating HP PurchaseEdge ®

## Section 2

### 2.1

#### Event Calendar

Event	Date
Release of Bid	May 18, 2006
Pre-Bid Conference	none
Bid Due Date	June 20, 2006
Bid Proposals Evaluation	June 21- 28, 2006
Bid Award	July 1, 2006

**3.1 BID/PROPOSAL SUBMITTAL:**

Vendors shall conform to all instructions and conditions as specified in the proposal document. Bids must be submitted on Court bid form. Failure to properly complete the bid document may result in bid being rejected. Bid documents may be accessed through the Court's Website: [www.sbcounty.gov/courts/](http://www.sbcounty.gov/courts/)

**3.2 PROPOSAL RETURN:**

**All proposals must be sealed in an envelope and clearly state on the outside of the envelope in the lower left-hand corner: bid number, bid due date and project title.**

**3.3 LATE PROPOSALS:**

NO LATE PROPOSALS WILL BE ACCEPTED. ANY LATE BIDS RECEIVED WILL BE RETURNED UNOPENED TO THE PROSPECTIVE BIDDER. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE BIDS HAVE BEEN RECEIVED BY THE COURT.

**3.4 PROPOSAL OPENING:**

Proposals will be opened on the date and time indicated. No determination of award shall be made at that time. Bidders may be present at bid opening if they choose to do so. Bidders are encouraged to attend bid opening. Phone call request for bid results will not be given. Bidders may make an appointment at a later date with the Purchasing Department to review bid results.

**3.5 PROPOSAL PREPARATION INSTRUCTIONS:**

***Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal.*** Proposals must be verified before submission as they cannot be withdrawn or corrected after bid opening. The Court will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

**3.6 PROPOSAL/BID PREPARATION COST:**

Cost for preparing the bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the Court. All proposals received shall become the property of the Court.

**3.7 ACCEPTANCES OR REJECTION OF PROPOSALS:**

Proposals are subject to acceptance anytime within **thirty (30)** calendar days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties. The Court reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests. The Court realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interest; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

**3.8 PAYMENT:**

Payment is made upon completion of project and verification of receipt of goods.

**3.9 DELIVERY:**

Delivery is a part of the consideration and must be stated in definite terms and adhered to. Any damaged items shall be returned to the vendor and replaced with new items. Vendor shall be responsible for picking up items and any cost incurred.

**3.10 VENDORS GUARANTEE:**

- a. In quoting, the vendor guarantees to make delivery of all items quoted, either from their stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to obtain identical items from any other source having that identical item.
- b. Default by Vendor: the Court may procure the items from other sources and will charge the contract holder for excess costs so paid, and the prices paid by the Court shall be considered to be the prevailing market price at the time such purchase is made.

**3.11 AWARD:**

The Court reserves the option to make award(s) as it deems to be in the best interest of the Court. In addition, the Court reserves the right to reject, in its sole discretion, any or all bids, or any portions thereof, and to reject any items thereon. Court may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

**3.12 INVOICES:**

Invoices must reflect both the purchase order number and proof of delivery to initiate payment.

**3.13 RETURNED MERCHANDISE:**

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal. Upon Return Authorization vendor to issue credit within 30 calendar days from (RGA)

**3.14 COMPLETION OF PROPOSAL:**

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid items as equal, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute of equivalent items by providing samples for evaluation at no cost to the Court. The Court reserves the exclusive right to accept or reject any item.

## **Section 4**

## **Bid Terms and Conditions**

### **4.1 PROTEST PROCEDURES**

#### **General**

Failure of proposer to comply with the protest procedures set forth in this Section 4, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

#### **Prior to Submission of Proposal**

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest prior to the submission of a proposal. Such protest must be in writing and received prior to the Proposal Closing Time.

#### **After Award**

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

#### **Form of Protest**

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this Bid/RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence. The decision of the [Court Executive Officer] shall constitute the Court's final action.



**4.3 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the Bid/RFP process or in the administration of a resulting contract, Court determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Court, the Vendor may be terminated from the Bid/RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

**4.6 PARTICIPATION OF GOVERNMENT AGENCIES:**

Other governmental agencies defined under Public Contract Code (*PCC 1100*) at their option and through the Court Purchasing Authority, may avail themselves of the contract resulting from this bid. The vendor agrees in writing to such agency to extend same products and services under the terms of this bid. Such Governmental body shall make purchase directly and payment through the vendor. The Court will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.

**4.8 PROPRIETARY INFORMATION:**

**Disposition of Material and Confidential or Proprietary Information.** All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

**4.10 ASSIGNMENT:**

The vendor/contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court thereto.

**5.1 MASTER AGREEMENT:**

Agreement shall commence upon notice to vendor or issuance of a Purchase Order. By mutual consent of both parties the Court may renew this agreement for additional two (2) years under the terms of this bid. The quantities listed are estimated usage. The Court can not guarantee such quantities will be purchased.

**5.2 PRICE:**

Unit bid price for OEM and remanufactured products shall be firm for six (6) months from date of bid award.

**A. Price Increase Escalation Clause**

After firm fixed price term expires any price increase shall be requested in writing by the vendor and provide justification on price increase. The Court reserves the right to negotiate any increases based on fair market value.

**5.2 PRIMARY AND SECONDARY:**

The Court may select one or more bidders to establish a primary and secondary supplier on products or services. The Court reserves the right to purchase supplies or equipment on the open market at anytime during this agreement.

**5.3 SERVICE AND SUPPORT:**

Any defective toner shall be picked up by the vendor and replaced within 2 business days.

**5.4 ORDERING:**

Orders for supplies shall be by Court issued purchase order. Vendor to indicate courts purchase order number on all packing slips and invoices. Vendors invoice shall match courts purchase order.

**5.5 DELIVERY:**

Vendor shall be responsible for delivery of products to Court address locations. If vendor is using common carrier it does not relieve the vendors' responsibility on miss deliveries or lost shipments. Delivery shall be in accordance to each purchase order issued. All orders are FOB Destination.

**5.6 RETURNS AND CREDITS:**

Vendor shall be responsible for pick-up and facilitation of returns. Any credits requested by the Court shall be processed immediately.

**5.7 SPECIFICATONS:**

Manufactures (OEM) products listed are the Courts specification and standards. The Court may consider remanufactured toner cartridges of equal print yield.

**Pricing Sheet**

**See Attachment**

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## **BID AGREEMENT DOCUMENT**

Bidder Company Name:

---

Address (Street, City, State, Zip):

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Phone Number:

---

Fax Number:

---

E-Mail:

---

Federal Tax ID:

---

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*Persons Name and Title Submitting Bid (signature)*

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**Persons Name and Title** (print or type)

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### **Acceptance of Terms**

The vendor will be deemed to have accepted such terms, conditions, requirements, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit in writing and include this in their bid submittal indicating modifications or exceptions proposed by the vendor. At the Courts discretion any exception to terms or requirements by vendor, may results in non compliance and rejection of bid.

## **BIDDERS QUALIFICATION FORM**

### **Section 7**

**Bidder to provide the following information:**

**1. Number of years under current business name**

\_\_\_\_\_ (years)

**2. Company Structure:**

Manufacturer\_\_ Dealer \_\_ Wholesaler\_\_

Other: \_\_\_\_\_

**3. References**

Provide references of government agencies that you have provided same products or services.

<u>Agency Name</u>	<u>Contact</u>	<u>Phone #</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**4. Shipment Location**

Indicate location where products shall be shipped from

Address \_\_\_\_\_

**5. Delivery Method**

Indicate how deliveries will be made:

\_\_\_\_\_

## Supplement Purchase Orders Terms and Conditions

### **ACCEPTANCE**

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

### **WARRANTIES:**

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

### **CHANGES**

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

### **DELIVERY AND PACKING SLIPS**

Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, ~~and furnish supporting freight bills over \$25.~~ If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

### **MATERIAL SAFETY DATA SHEETS**

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

### **RISK OF LOSS**

Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

### **INSPECTION AND ACCEPTANCE**

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

### **INVOICES, PAYMENT AND SETOFF**

The Court shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

### **AUDIT RIGHTS**

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

### **TERMINATION**

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

### **INDEMNITY**

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

### **INFRINGEMENT PROTECTION**

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

### **INSURANCE**

Seller agrees warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

### **LEGAL COMPLIANCE**

(a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.

(b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et. seq., which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

### **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS**

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agency of employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

### **OTHER STATE OR APPLICABLE FEES**

Vendor to comply with the California Electronic Waste Recycling Fee. Those fees if applicable vendor shall be responsible for. Vendor is not to include any assessed fees in their bid unit pricing.

## Delivery Locations

Map to provide geographic location of courts in County.

### Geographic Map of County

